

# about | ENGINEERS

## COMBINED LIABILITY INSURANCE PACKAGE PROPOSAL



## **IMPORTANT INFORMATION: PLEASE READ THE FOLLOWING INFORMATION BEFORE COMPLETING THIS PROPOSAL**

### **Obtaining a Quotation**

To minimise delays in obtaining a quotation please provide complete answers to all questions in this proposal and attach relevant brochures, CVs, etc. that you believe will help us understand your business.

### **Your Duty of Disclosure**

The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (for example, claims, whether founded or unfounded), is of the utmost importance with this type of insurance.

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### **Non-disclosure (if you do not tell us something)**

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### **Defence Costs & Averaging Provision**

General Conditions within the policy provides that if your liability for any Claim is for an amount in excess of the amount of the limit of liability, then we, where applicable shall only cover the same proportion of such defence costs as the limit of liability bears to the total amount to be paid dispose of the claim (exclusive of defence costs).

### **Claims Made and Notified Policy**

The cover provided under this policy may include insurance that operates on a 'Claims Made and Notified' basis. This means that the policy will only cover you for claims made against you and notified to us in writing during the period of insurance.

Where a 'Retroactive Date' is specified in your policy schedule, your policy only covers any claim made against you during the period of insurance that arises from any conduct, act, error or omission that occurred on or after the Retroactive Date.

Section 40(3) of the *Insurance Contracts Act 1984* (Cth) provides that where an insured gives notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as reasonably practicable after the insured became aware of those facts but before the period of expiry, the insurer is not relieved of liability under the insurance contract in respect of the claim, by reason only that it was made after the expiration of the period of insurance.

The above right arises solely under Section 40(3) of the *Insurance Contracts 1984* (Cth) and not under your insurance policy.

### **Liability assumed by you under a contract or agreement**

It is not possible for you to transfer to us the entire spectrum of legal liabilities which you may be compelled to bear under the terms of a wide variety of Indemnity and/or Hold Harmless Clauses frequently inserted into commercial business contracts by principals, lessors or other parties.

Liability assumed by you under contract or agreement is only covered to the extent described in your insurance policy.

Prior to accepting legal liability for loss, destruction, damage or injury, which would not otherwise have attached to you at law, you should contact your insurance broker to enquire whether your insurance policy covers such liability or, if not, whether it may be so extended.

### **Subrogation Agreements**

Where another person would be liable to compensate you for any legal liability for loss, destruction, damage or injury otherwise covered by this insurance, but you have agreed with that person either before or after the loss, destruction, damage or injury occurred that you would not seek to recover any monies from that person, we will not cover you under this insurance for such legal liability for loss, destruction, damage or injury.

### **Privacy**

About Underwriting value the privacy of your personal information and we will ensure the handling of your personal information is dealt with in accordance with the *Privacy Act 1988* (Cth) (the Act) and the relevant Australian Privacy Principles. Our full privacy policy can be accessed at [aboutunderwriting.com.au](http://aboutunderwriting.com.au)

When we provide insurance products and/or services, we ask you for the personal information we need to assess applications for insurance policies, to administer and manage insurance policies and to investigate and handle claims. This can include a broad range of information ranging from your name, date of birth, address and contact details to other information about your personal affairs including your profession, financial affairs including financial statements, any criminal convictions or claims.

We may need to disclose personal information that you provide us to contractors, coinsureds, insurers and underwriters (who may be located overseas), lawyers, claims adjusters and others engaged by About Underwriting to enable them to administer policies or handle claims. Regardless of the information shared, we will take all reasonable steps to ensure that the above parties protect your information in the same way that we do.

Our Privacy Policy shown in the above link contains information about how you can access the information we hold about you, ask us to correct it, or make a privacy related complaint. You can obtain a copy from our Privacy Officer by emailing to [privacy@aboutunderwriting.com.au](mailto:privacy@aboutunderwriting.com.au)

### **Consent**

By visiting any of our websites, online quotation systems, applying for, renewing or using any of our products or services you agree to your information being collected, held, used and disclosed as set out in our Privacy Policy.

### **Claims Conditions**

#### Reporting and Notice

Every claim made against you (the insured) shall be notified to us as soon as practicable, and in any event, prior to the expiry of the Period of Insurance or Extended Reporting Period (if applicable), and all documentation and correspondence pertaining to such claim shall be forwarded to us as soon as practicable after receipt.

All notifications of claims must be sent to:

[claims@aboutunderwriting.com.au](mailto:claims@aboutunderwriting.com.au)

Attention: Claims Manager

About Underwriting Pty Ltd

PO Box 16106

Collins Street West, Melbourne, VIC 8007

#### Summary

You agree:

- at your expense, to give us all information that will assist us, our investigators and legal representatives, cooperate fully with us and do all things reasonably practicable to avoid or diminish any claim.
- to waive any claim for legal professional privilege to the extent only that the privilege would otherwise prevent any investigator or legal representative from disclosing information to us.
- not to admit liability, settle or incur any costs for a claim without our prior written consent.
- that we shall be entitled to have the conduct of any claim and may do so in your name.

The claims conditions are more fully described in the “claims conditions” sections of the accompanying policy.

### **Complaints, Disputes or Feedback**

If you wish to make a complaint or provide feedback about our products or services, or a Privacy breach, you can contact us at [complaints@aboutunderwriting.com.au](mailto:complaints@aboutunderwriting.com.au) or [privacy@aboutunderwriting.com.au](mailto:privacy@aboutunderwriting.com.au) Please refer to our complaints & disputes process detailed at [aboutunderwriting.com.au](http://aboutunderwriting.com.au)

If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should contact:

Lloyd's Underwriters' General Representative in Australia  
Suite 1603 Level 16, 1 Macquarie Place  
Sydney NSW 2000  
Telephone Number: (02) 8298 0700  
Email: [jdaustralia@lloyds.com](mailto:jdaustralia@lloyds.com)

Complaints that cannot be resolved can be escalated to an independent dispute resolution body; Australian Financial Complaints Authority (AFCA). This external dispute resolution body has the ability to make decisions of which About Underwriting are obliged to comply. Contact details are:

Australian Financial Complaints Authority  
Phone: 1800 931 678  
Fax: (03) 9613 6399  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Internet: <https://www.afca.org.au>  
GPO Box 3, Melbourne, VIC 3001

## Engineering Professionals Proposal

This Proposal is for Professional Indemnity with optional General and Products Liability; specific to Engineering Professionals.

“You/your” in this Proposal means the “Named Insured”.

### About you

1. Named insured(s):

2. Trading name(s):

3. Name of contact person:

Telephone:

Mobile:

Facsimile:

Email Address:

4. ABN:

Are you registered for GST?

Yes  No

5. Web address(es):

6. Principal business address:

7. Other business locations:

### About the business

8. Please provide a detailed description of the Professional Services:

Please attach any relevant brochures or other documentation.

9. Business commencement date:

10. Principals, Partners or Directors details:

Please provide a CV for each Principal, Partner or Director

Name of Principals, Partners or Directors	Age	Qualifications	Date Qualified (DD/MM/YYYY)	Years Practising as Principal	
				This Practice	Previous Practice

11. a) Employees

Number of Staff

- Principals/Partners/Directors
- Qualified Technical Staff
- Other Professional Staff
- Administrative/Clerical
- Total**

b) Total Payroll

- 
- Payments to Consultants/Contractors
- Payments to Labour Hire Workers

12. Please list your professional memberships:

13. Professional Fee income:

Past financial year:

Current financial year:

Next financial year:



Low Rise Residential/Commercial (up to 3 storeys) – New Construction (if any amount, please complete Appendix 1 - High-Rise Addendum on page 15)	<input type="text"/>	Railways	<input type="text"/>
Low Rise Residential/Commercial (up to 3 storeys) – Internal Renovation/Fit out (if any amount, please complete Appendix 1 - High-Rise Addendum on page 15)	<input type="text"/>	Road & Road Surveys	<input type="text"/>
High Rise Residential/Commercial (above 3 storeys) – New Construction (if any amount, please complete Appendix 1 - High-Rise Addendum on page 15)	<input type="text"/>	Rail/Road Tunnels up to 50 metres in length	<input type="text"/>
High Rise Residential/Commercial (above 3 storeys) – Internal Renovation/Fit out (if any amount, please complete Appendix 1 - High-Rise Addendum on page 15)	<input type="text"/>	Rail/Road Tunnels over 50 metres in length	<input type="text"/>
Schools, Hospitals, Municipal Buildings & Recreation Centres	<input type="text"/>	Sewerage or Water Systems	<input type="text"/>
Industrial – Manufacturing, Warehouses & Processing etc – up to \$1m in value	<input type="text"/>	Structures at Fairs, Shows & Exhibitions	<input type="text"/>
Industrial – Manufacturing, Warehouses & Processing etc – over \$1m in value	<input type="text"/>	Silos – up to 20 metres in height	<input type="text"/>
Security or Control Engineering (including biomemetric systems/technology)	<input type="text"/>	Silos – over 20 metres in height	<input type="text"/>
Temporary Works	<input type="text"/>	Swimming Pools - residential	<input type="text"/>
Commercial swimming pools/aquatic centres	<input type="text"/>	Petrochemicals, refineries, chemicals, fertilisers, etc - Hazardous	<input type="text"/>
Waste Disposal, Treatment & Management	<input type="text"/>	Petrochemicals, refineries, chemicals, fertilisers, etc – Non Hazardous	<input type="text"/>
Underground Storage Facilities	<input type="text"/>	Mechanical Plant & Bulk Handling equipment	<input type="text"/>
Residential, Commercial or Industrial Subdivisions	<input type="text"/>		
Other – Please Specify <input type="text"/>	<input type="text"/>		
<b>Total must equal -</b> <input type="text"/>			

16. Do you expect these percentages to change in the next financial year?  Yes  No

If Yes, please provide details:

17. Please provide a percentage split of the states in which you generate your fee income:

ACT: <input type="text"/>	NSW: <input type="text"/>	NT: <input type="text"/>	QLD: <input type="text"/>	SA: <input type="text"/>
TAS: <input type="text"/>	VIC: <input type="text"/>	WA: <input type="text"/>	O/S: <input type="text"/>	<b>Total:</b> <input type="text"/>

18. Have you been licensed and registered in all states and territories in which you conduct your business since the business commencement date?  Yes  No

If No, please provide additional information:

19. Do you conduct business overseas?  Yes  No

If Yes, please provide details:

20. Principals previous business (incoming):

Complete this section if cover is required for any previous business owned by any of the current Principals, Partners or Directors:



Name of Principals, Partners or Directors	Name of Principals previous business	Date the Principal left that business

21. Retired Partners, Directors and/or Principals:

Please provide details of those Partners, Directors or Principals who have retired from the business, including name, date ceased involvement and approximate number of years involved:

22. Has the name of your business ever changed or have you ever operated your business under a different corporate entity? If Yes, please provide additional information:  Yes  No

23. Has your business amalgamated, merged or acquired any other business or practice?  Yes  No

If Yes, please provide additional information:

24. Is any Principal/Partner/Director associated or connected with any other business?  Yes  No

If Yes, please provide details:

25. Does any one client represent more than 25% of your annual income?  Yes  No

If Yes, please provide additional information:

26. Are written reports provided to clients?  Yes  No

If Yes, please provide sample copies along with details of disclaimers used in connection with such reports.

27. Are verbal reports always confirmed in writing?  Yes  No

If No, please advise approximate percentage of reports in the last 12 months as verbal reports only:

28. Do you have a system in place for reviewing potential clients?  Yes  No

29. For Sole Traders only:

N/A

What arrangements do you have to cover the business or practice during your temporary absence while away on business, leave, sick, etc?

30. Have you or any parent company, subsidiary or other related entity either (i) engaged in, or (ii) have or had a controlling share of an entity engaged in:

- a) actual construction, fabrication or any form of contracting?  Yes  No
- b) real estate development?  Yes  No
- c) the manufacture, sale or distribution of any product or process or patented process?  Yes  No

If Yes to any of the above, please provide details:

31. Are there any Professional Services which you no longer conduct?

Yes  No

If "yes", please provide details below including fee income derived from the services, the period in which you conducted the service and why you discontinued providing them:

32. Please provide a brief description of the 5 largest contracts or projects undertaken during the last 5 years:

Date Completed	Project Description / Contract	Project Value \$	Fees / Income \$

## About your Claims

**NB. The following claims questions relate to all matters of all policy sections, ie: Professional Indemnity and General and Products Liability:**

33. After full enquiry of all your employees, has any insurance claim been made against you or your business or that of any principal, partner, director or employee in this or any other business?  Yes  No

If Yes, please provide details:

Date Notified (DD/MM/YYYY)	Insurer	Description	Amount Paid	Maximum Potential Loss	Finalised or Open	Claimant Name

34. Are you aware of any circumstances or incidents which may result in a claim being made against you or your business or the business of any principal, partner, director or employee?  Yes  No

If Yes, please provide details of circumstances or incidents:

35. Have you or any of your employees ever been the subject of any disciplinary proceedings or actions for misconduct in a professional respect whilst in this or any other business?  Yes  No

If Yes, please provide details of proceedings or actions:

36. Have you, your principals, partners, directors or predecessors in business had insurance declined, cancelled, refused or had any special terms imposed?  Yes  No

If Yes, please provide details:

## About your cover

37. Do you currently have Professional Indemnity insurance in force for the activities for which cover is being proposed?  Yes  No

If Yes, please provide the following details:

Insurer	Renewal Date	Limit of Indemnity	Deductible	Premium
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

38. Please select which Limit of Indemnity is required for Professional Indemnity:

\$1,000,000  \$2,000,000  \$5,000,000  \$10,000,000  \$20,000,000 Other

39. Please select your preferred Deductible for Professional Indemnity:

\$1,000  \$2,500  \$5,000  \$10,000  \$25,000 Other

## General and Products Liability

**Only complete this section if General and Products Liability cover is required**

40. Do you require a quotation for General and Products Liability insurance?  Yes  No

If Yes, please complete the following questions:

41. What is your estimated annual turnover (if different to fee income) for the next 12 months?

42. What are your estimated annual wages for the next 12 months?

43. Please select which Limit of Indemnity is required for both General and Products Liability:

\$5,000,000  \$10,000,000  \$20,000,000 Other

44. Please select your preferred Deductible for General and Products Liability?

\$1,000  \$2,500  \$5,000  \$10,000  \$25,000 Other

### Contractors Exposure

45. Please provide the estimated payroll (wages) for contractors, subcontractors and/or labour hire for the upcoming period of insurance:

**White Collar:**

Contractors  Subcontractors  Labour hire

**Blue Collar:**

Contractors  Subcontractors  Labour hire

46. Please state nature of work carried out by contractors, subcontractors and/or labour hire:

47. Do you ensure that sub-contractors, contractors and/or labour hire have their own General and Products Liability Insurance in place and request certificate of currencies as evidence?  Yes  No

**Contractual Liability**

48. Do you assume any liability under contract or hold harmless other parties under contract?

If Yes, please provide details:  Yes  No

49. Do you engage any in-house legal counsel and/or external legal providers to review contractual agreements?

If Yes, please provide details:  Yes  No

50. Do you require cover for goods in care, custody or control in excess of \$100,000?  Yes  No

a) If Yes, what amount:

b) What is it for?

51. Do you perform any hands-on/manual type work?  Yes  No

a) If Yes, what percentage of hands-on/manual type work is undertaken:

b) Description of hands-on/manual type work undertaken:

52. Do you engage in construction, manufacture, installation, erection or assembly?  Yes  No

If Yes, please provide details:

53. If you are involved in Project Management and/or Construction Management please respond to the following questions:

a) Are you responsible for directing personnel on a construction site/project?  Yes  No

b) Are you responsible for Occupational Health & Safety on a construction site/project?  Yes  No

54. Is any work performed on any escalator or lifting machinery including passenger/goods lifts, forklifts, escalators, hoists and cranes?  Yes  No

55. Is any work performed away from your premises?  Yes  No

If Yes, please provide percentage details:

56. Is any welding or hotwork undertaken?  Yes  No

If Yes, please advise if you follow the applicable Australian Standard AS 1674.1 – 1997 Safety in welding and allied processes Part 1?  Yes  No

57. Is any of the following work undertaken?  Yes  No

- Airside
- Demolition
- Explosives
- Offshore
- On-hiring own labour
- Pipelines
- Plant hire
- Power lines
- Rail
- Scaffolding
- Underground
- Vegetation management

If Yes, please provide details:

**Additional Information:**

If insufficient space to complete questions, please provide at this section:

## APPENDIX 1 - HIGH RISE ADDENDUM

Do you conduct any work on projects above 3 storeys in height?

Yes

No

If yes, please provide details of the 5 largest projects or contracts undertaken during the last 5 years.

For the purposes of this Addendum, the assessment of the number of storeys begins at and includes the ground floor. Basements should not be included in the number of storeys.

### Project 1

Date Started:		Date Completed:	
Location of the project, including State/Territory:			
Scope of services undertaken by You, including whether You provided any certification services:			
Total Project Value \$:			
Your Fees / Income \$:			
Number of storeys:			
Nature of the project - e.g. mixed use residential, commercial etc:			
Are there known issues with the Professional Services provided or the project generally:			
Any additional comments:			

### Project 2

Date Started:		Date Completed:	
Location of the project, including State/Territory:			
Scope of services undertaken by You, including whether You provided any certification services:			
Total Project Value \$:			
Your Fees / Income \$:			
Number of storeys:			

Nature of the project – e.g. mixed use residential, commercial etc:	
Are there known issues with the Professional Services provided or the project generally:	
Any additional comments:	

**Project 3**

Date Started:		Date Completed:	
Location of the project, including State/Territory:			
Scope of services undertaken by You, including whether You provided any certification services:			
Total Project Value \$:			
Your Fees / Income \$:			
Number of storeys:			
Nature of the project – e.g. mixed use residential, commercial etc:			
Are there known issues with the Professional Services provided or the project generally:			
Any additional comments:			

**Project 4**

Date Started:		Date Completed:	
Location of the project, including State/Territory:			
Scope of services undertaken by You, including whether You provided any certification services:			
Total Project Value \$:			
Your Fees / Income \$:			



Number of storeys:	
Nature of the project – e.g. mixed use residential, commercial etc:	
Are there known issues with the Professional Services provided or the project generally:	
Any additional comments:	

**Project 5**

Date Started:		Date Completed:	
Location of the project, including State/Territory:			
Scope of services undertaken by You, including whether You provided any certification services:			
Total Project Value \$:			
Your Fees / Income \$:			
Number of storeys:			
Nature of the project – e.g. mixed use residential, commercial etc:			
Are there known issues with the Professional Services provided or the project generally:			
Any additional comments:			

Are you aware of any other issues generally with respect to any projects are above 3 storeys in height?

## APPENDIX 2 - CLADDING ADDENDUM

Please complete this Cladding Addendum.

### Definitions

External Cladding means aluminum composite panels with a polyethylene core used for the purpose of external cladding (this does not include aluminum composite panels used as an “attachment” as defined by the Building Code of Australia).

Such aluminum composite panels include, but are not limited to, panels supplied by the following companies:

- ALCUBOND™
- ALCUBEST™
- ALPOLIC™
- VITRABOND

**Professional Services** means the following services provided by you, or on your behalf by a sub-contractor or consultant:

- a. Design
- b. Drafting
- c. Technical calculation
- d. Technical specification
- e. Feasibility studies
- f. Programming and time flow management
- g. Quantity surveying
- h. Surveying
- i. Technical advice
- j. Inspection
- k. Project management and construction management
- l. Certification
- m. Any other architectural or engineering service.

58. Please confirm that you understand and acknowledge the specific important notice below before completing the rest of this addendum  Yes  No

**IMPORTANT NOTICE**

Claims alleging negligence, breach of contract or breach of regulatory requirements may be made against you for up to ten years following completion of a building.

Building audits are currently being conducted in Victoria, and certain other states, which are retrospectively assessing whether External Cladding meets the performance requirement of the Building Code of Australia.

This questionnaire is intended to assist About Underwriting understand:

- Your exposure to the risk of claims arising in relation to External Cladding from Professional Services conducted by you in the last 10 years; and
- Professional Services you anticipate conducting in the next 18 months, in relation to External Cladding that may create future exposure to claims.

We will use this information to determine whether to offer you insurance and, if so, on what terms. The answers you provide below are relevant to our decision whether or not to underwrite the risk.

If you make a representation or fail to disclose relevant information then About Underwriting’s liability in respect of a claim may be reduced to the amount that would place About Underwriting in the same position it would have been if the misrepresentation had not been made or the failure to disclose had not occurred. If the misrepresentation or failure to disclose was fraudulent then this may avoid the contract entirely as if the insurance had never been in place.

59. Have you in the last ten years provided Professional Service for any of the following types of projects that involve External Cladding?

- a. Residential buildings with multiple occupancy (more than 3 storeys in height)  Yes  No
- b. Buildings of public nature (more than 3 storeys in height)  Yes  No
- c. Office buildings used for professional or commercial purposes (more than 4 storeys in height).  Yes  No

If Yes, please provide additional details:

60. Do you anticipate providing Professional Services for any of the following projects that involves External Cladding in the next 18 months?

- a. Residential buildings with multiple occupancy (more than 3 storeys in height)  Yes  No
- b. Buildings of public nature (more than 3 storeys in height)  Yes  No

c. Office buildings used for professional or commercial purposes  
(more than 4 storeys in height).

Yes  No

If Yes, please provide additional details:

61. Please provide the following more specific details of all projects that would qualify your answer in Q5 and Q6 above:

**ALL EXTERNAL CLADDING PROJECTS LISTED:**

Name and Address of project/contract	Your Role	Completion Date	Total Contract Value	Cost of Cladding Component	Does the Building have internal sprinkler systems?
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No

62. Did the External Cladding for all of the projects or contracts details in Q7 above meet the requirement of the Building Code of Australia at the time of the Project or Contract completion?  Yes  No

63. Do you still consider the External Cladding for all the projects or contracts detailed in Question 7 meet the requirements of the Building Code of Australia, given the recent guidance provided on the subject by the relevant regulators following the Lacrosse Fire in Melbourne?  Yes  No

Please provide any additional information or expand on your answers below:

**CLAIMS INFORMATION**

64. After enquiry of the partners/principals/directors and employees, has there been or is there now pending a claim against the policyholder, its subsidiaries, its predecessors in business or its current or former partners/principals/directors or employees for a civil liability in the performance of the policyholder’s Professional Services in relation to External Cladding?  Yes  No

If Yes, please provide additional details:

**Declaration**

I acknowledge that I have read and understood the important notices and privacy statement contained in this proposal and addenda. Where I have provided information about another individual, I declare the individual has been made aware of the facts contained in the important notices and privacy statement.

I agree that this proposal and addenda together with any other information or documents supplied shall form the basis of the contract of insurance.

I declare that I am authorised to complete this proposal and addenda on behalf of the Insured and that to the best of my knowledge the statements, particulars and information contained in this proposal and addenda and any other documents accompanying this proposal and addenda are true and correct in every detail and that no material facts have been misstated or omitted.

I undertake to inform about Underwriting of any material alteration to those facts before entering into a contract of insurance.

Date:

Name:

Position:

Signature:



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